

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 12		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. Amendment 1		3. EFFECTIVE DATE See Block 16C.		4. REQUISITION/PURCHASE REQ. NO.	
				5. PROJECT NO. (If applicable) SLS ABEDRR	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		PS41 MKF		7. ADMINISTERED BY (If other than item 6) NASA/MSFC Attn: Kathryn Cooper Marshall Space Flight Center, AL 35812	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)				✓ 9A. AMENDMENT OF SOLICITATION NO. NNM12ZPS001N	
				X 9B. DATED (SEE ITEM 11) February 9, 2012	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ____0____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
t2. ACCOUNTING AND APPROPRIATION DATA (If required) Not applicable.					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(✓) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

See changes as outlined on pages 2 and 3 of this amendment.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kathryn Cooper Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 2/24/12
BY (Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48CFR) 53.243

The purpose of this amendment is to modify NASA Research Announcement (NRA) NNM12ZPS001N, for the Space Launch System (SLS) Advanced Booster Engineering Demonstration and/or Risk Reduction (ABEDRR) acquisition in order to: 1) modify NRA Section 1.2 to incorporate NASA FAR Supplement 1852.225-72 “Restriction on Funding Activity with China – Representation (FEB 2012); 2) modify NRA Section 4.2.5.3 to be consistent with the overall proposal formatting requirements as noted in NRA Section 4.2.5.7; 3) modify NRA Section 4.3.1 to establish precedence if a discrepancy is noted between the hard copy and electronic proposal submission; 4) modify Section 8.2, NASA Partnership Offices, to incorporate an Ames Research Center point of contact; 5) correct information contained in NRA, Appendix B, Sheet 1.2, cell E30; 6) modify the Model Contract, Section A, Detailed Table of Contents, to incorporate I.18, Restriction on Funding Activity with China; and 7) update the Model Contract, Section I to incorporate NASA FAR Supplement 1852.225-71 “Restriction on Funding Activity with China (FEB 2012).

1. NRA Section 1.2, Proposal Funding Restrictions, is modified to incorporate the following bullet. See NRA replacement page 1 and added page 1a.

- For the purposes of this NRA, the Offeror shall be aware that, in accordance with NFS 1852.225-72 *Restriction on Funding Activity with China – Representation (FEB 2012)*, by submission of its offer, the Offeror represents that the Offeror is not China or a Chinese-owned company.

2. NRA Section 4.2.5.3 – Volume 3 – Price is amended as follows:

- a. Subparagraph 4.2.5.3.2.6 is amended to delete “All electronic files must be searchable and shall not contain scanned documents.” Additionally, the last sentence is amended from “The formats for pictures, drawings, figures, etc., shall be Bit-Mapped Picture (.bmp) or JPEG Picture (.jpg)” to “The formats for pictures, drawings, figures, etc., shall be readable by Microsoft Office Word 2007 edition and Microsoft Office Excel 2007 edition.” See NRA replacement page 14.
- b. Subparagraph 4.2.5.3.2.7 is amended to delete “conventional” from the first sentence. Additionally, the second to last sentence which reads “The hard copy shall be in the Offeror’s conventional format” is hereby deleted. See NRA replacement page 14.

3. NRA Section 4.3.1, Proposal Submissions, is hereby amended to add “In the event of a discrepancy between the hard copy and the electronic format, the hard copy will be considered the intended text.” See NRA replacement page 18.

4. NRA Section 8.2, NASA Partnership Offices, is hereby amended to incorporate the Ames Research Center point of contact as follows. See NRA replacement page 26.

j. Ames Research Center – Technology Partnerships Division, David Morse,
650-604-4724, david.r.morse@nasa.gov

5. NRA, Appendix B, Sheet 1.2, cell E30, is hereby amended to update cell E30 with the correct value. NRA, Appendix B has been updated in its entirety and is available through the secure technical library. For access to the secure technical library, please refer to NRA, Section 1.3, Proposal Preparation.

6. Model Contract, Section A, Detailed Table of Contents, is hereby amended to incorporate Clause I.18, Restriction on Funding Activity with China. See Model Contract replacement pages A-5 and A-6. Page A-6 is amended only to incorporate text which rolled over from page A-5 onto page A-6.

7. Model Contract, Section I, is hereby amended to incorporate NASA FAR Supplement 1852.225-71 “Restriction on Funding Activity with China (FEB 2012) in full text. See Model Contract replacement page I-24.

8. The following pages of the NRA NNM12ZPS001N solicitation are revised or added as attached hereto and made an inseparable part thereof.

Revised Pages

NRA: 1, 14, 18, 26

NRA Appendix B: Sheet 1.2 (provided via secure technical library)

Model Contract: A-5, A-6, I-24

Additional Page

NRA: 1a

9. The amendment consists in its entirety of Standard Form 30, pages 2 and 3, and the revised/added pages listed in Paragraph 8 above. No other changes are incorporated at this time. All other terms and conditions of the NRA will remain in full force and effect.

SUMMARY OF SOLICITATION

1.0 FUNDING OPPORTUNITY DESCRIPTION

1.1 NASA Safety Policy. Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect the following: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including employees working under NASA award instruments), and (4) high-value equipment and property.

1.2 Proposal Funding Restrictions

- Funds are not currently available for award(s) under this NRA. The Government's obligation to make award is contingent on the availability of appropriated funds from which payment can be made and on the receipt of proposals that NASA determines are acceptable for award under this NRA.
- Travel, including foreign travel, is allowed as may be necessary for the meaningful completion of the proposed research, as well as for publicizing its results at appropriate professional meetings.
- For purposes of this NRA, participation by non-U.S. organizations and Foreign Governments is limited to the direct purchase of supplies and/or services, which do not constitute research, except as allowed by NASA FAR Supplement 1852.235-72. However, subject to export control restrictions, a foreign national may receive payment through a NASA award for the conduct of research while employed either full or part time by a U.S. organization (see Section 1.6 of the *NASA Guidebook for Proposers Responding to a NASA Research Announcement* (hereafter referred to as *the NASA Guidebook for Proposers*, <http://www.hq.nasa.gov/office/procurement/nraguidebook/proposer2011.pdf>).
- For the purposes of this NRA, the Offeror shall be aware that, in accordance with NFS 1852.225-72 *Restriction on Funding Activity with China – Representation (FEB 2012)*, by submission of its offer, the Offeror represents that the Offeror is not China or a Chinese-owned company.

1.3 Proposal Preparation. All information needed to respond to this solicitation is contained in this NRA, *the NASA Guidebook for Proposers*, and within the secure Technical Library. By reference, the January 2011 edition of the *NASA Guidebook for Proposers* is incorporated into this NRA, and the Offeror is responsible for understanding and complying with its procedures for the successful, timely preparation and submission of its proposal. The Offeror is advised that in the event of any discrepancies or inconsistencies noted between this NRA and *the NASA Guidebook for Proposers*, this NRA takes precedence. Additionally, the Offeror is advised that this NRA takes precedence over any previously provided briefing, answers to questions, and the Draft NRA.

Proposals that do not conform to its standards may be determined noncompliant and rejected without review.

The Offeror is notified that access to the SLS NRA NNM12ZPS001N secure Technical Library folder is through the following Knowledge Now website: <https://nsckn.nasa.gov/>. In order to process requests for access to the secure Technical Library, the Offeror shall go to <https://nsckn.nasa.gov/> and create a profile. Once a profile has been created, the Offeror shall

4.2.5.3.2.5 NASA funding may not be used for foreign research efforts at any level, whether as a collaborator or as a subcontractor. The direct purchase of supplies and/or services, which do not constitute research, from non-U.S. sources by U.S. award recipients is permitted. Additionally, in accordance with the National Space Transportation Policy, use of a non-U.S. manufactured launch vehicle is permitted only on a no-exchange-of-funds basis.

4.2.5.3.2.6 Electronic copies of the Offeror's price proposal shall be prepared and submitted in Microsoft Office 2007 applications (Word, Excel, and Power Point). The Offeror shall not remove the functionality of the Excel spreadsheets that are submitted in the electronic copy of the Price Volume. All electronic files associated with the Price Volume shall not contain hidden formulas, tables, and shall not be locked or protected. Any "hard values" shall be explained and supported. The formats for pictures, drawings, figures, etc., shall be readable by Microsoft Office Word 2007 edition and Microsoft Office Excel 2007 edition.

4.2.5.3.2.7 The Offeror and its major subcontractors shall submit Price proposals in two formats, hard copy bound format and electronic format. In the event of a discrepancy between the hard copy and the electronic format, the hard copy will be considered the intended text. The electronic submission shall be compatible with the software specified above.

4.2.5.3.3 Specific Price Detail. This section shall contain a summary of labor hours and other information supporting the proposed price. The following types of information are specifically required in this summary:

- Proposed price and profit expenditures in accordance with Appendices E-1 and E-2 (Element of Price Detail) in total and for each risk area in thousands of dollars, by Government fiscal year (October through September) over the contract period of performance. Therefore, the Offeror shall provide pricing data in accordance with Appendix E-1 for the total proposed effort and a separate Appendix E-1 for each stand alone EDRR proposed. Major subcontracted pricing data shall be provided in accordance with Appendix E-2 for the total proposed effort and a separate Appendix E-2 for each stand alone EDRR proposed. Additional cost elements may be included if necessary to reflect the Offeror's cost accounting structure. Assume the following dates for purposes of price phasing:
 - Authority to Proceed (ATP) October 1, 2012
 - End of Period March 31, 2015
- A listing of all key GR&As having significant impact on the proposed price. This listing includes resources requested from the Government (e.g., Government-furnished equipment and property, including estimated costs if required for Offeror's technical approach) and key technical and management requirements driving price.

Any type of proposal binding is acceptable. Binding covers are not considered part of the content page limit; however, any information included on the binder cover will not be evaluated.

The Offeror is required to submit a completed and signed Representations and Certifications document which is available at <https://orca.bpn.gov/>. The Representations and Certifications as completed by the successful Offeror will be incorporated in its entirety by reference, into any resulting contract, with the same force and effect as if they were given in full text. If there are any significant changes to the Representations and Certifications, the successful Offeror shall notify the Contracting Officer in writing as soon as the changes are known.

4.2.5.8 Joint Proposals. Where multiple organizations are involved, the proposal shall be submitted by only one of them. It shall clearly describe the role to be played by the other organizations and indicate the legal and managerial arrangements contemplated. The award will be made to only the lead organization that submitted the proposal. In other instances, simultaneous submission of related proposals from each organization might be appropriate, in which case each proposal will be evaluated separately and separate awards will be made to each selected organization.

4.3 Proposal Submission Dates, Time, and Location

4.3.1 Proposal submissions. Proposals shall be submitted no later than April 9, 2012, 1:00 p.m. CDT. One original proposal package, plus ten paper copies and two digital copies shall be submitted to Kathryn Cooper at NASA, George C. Marshall Space Flight Center, Attn: Kathryn Cooper/PS41, Building 4202, Room 211A, MSFC, AL 35812. Electronic copies shall be provided on virus free, read-only CDs in PC format and shall be readable by Microsoft Office Word 2007 edition and Microsoft Office Excel 2007 edition. Hardcopies and CDs are to be labeled externally with the NRA Number, Company Name, and Date Prepared and annotated "Source Selection Information - see FAR 3.104" shall be provided. In the event of a discrepancy between the hard copy and the electronic format, the hard copy will be considered the intended text. Proposals, evaluation of proposals, and communication of the results of its evaluation shall not be performed through NSPIRES or through Grants.gov.

4.3.2 Late Proposals. Proposals or proposal modifications received after the latest date specified for receipt may be considered if a significant reduction in cost to the Government is probable or if there are significant technical advantages, as compared with proposals previously received.

4.3.3 Withdrawal. Proposals may be withdrawn by the Offeror at any time before award. The Offeror shall notify NASA if the proposal is funded by another organization or of other changed circumstances which require withdrawal of the proposal.

4.3.4 Cancellation of NRA. NASA reserves the right to make no awards under this NRA and to cancel this NRA. NASA assumes no liability for canceling the NRA or for an interested party's failure to receive actual notice of cancellation.

- f. Kennedy Space Center – KSC Center Planning & Development Office, Tom Engler, 321-861-3127, tom.engler@nasa.gov
- g. Glenn Research Center - Office of Technology Partnerships and Planning, Joe Shaw, 216-977-7135, robert.j.shaw@nasa.gov
- h. Jet Propulsion Laboratory -- Commercial Program Office, Indrani Graczyk, 818-354-2241, Indrani.Graczyk@jpl.nasa.gov
- i. Marshall Space Flight Center - MSFC Partnerships Office, Stacy Counts, 256-544-6004, stacy.m.counts@nasa.gov
- j. Ames Research Center – Technology Partnerships Division, David Morse, 650-604-4724, david.r.morse@nasa.gov

8.3 NASA Engine Test Stands. The following point of contact is provided to assist the Offeror in determining suitable NASA locations for engine testing:

Rocket Propulsion Test Program Manager, Roger Simpson, 228-688-1874,
Roger.D.Simpson@nasa.gov

9.0 CONCLUDING STATEMENT. Through this NRA, NASA encourages the participation of industry in its SLS Advanced Booster EDRR acquisition. Additionally, for planning purposes only, the Offeror is notified that NASA still intends the future Advanced Booster DDT&E phase to be a FAR based effort.

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PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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[END OF SECTION]

requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of Clause)

I.18 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (1852.225-71)
(FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of Clause)

[END OF SECTION]